

25X1

REGISTERED

number 1967

Declass Review by NGA.

Gentlemen:

This letter is to request several Contract changes as recently discussed with your Contract Administrator.

The changes concern Amendment No. 01, and are as follows:

1. Paragraph 6 regarding applicable developmental cost should state that the non-recurring cost applicable to this program shall be prorated over not less than 10 units and not more than 10% of such costs shall be charged to the viewer to be delivered under this Contract.
2. Paragraph 7, the warranty clause, should be amended in the following subparagraphs:
  - (a) The sentence should be amended to include the following, "... from defect in design, material and workmanship...". The word "substantially" should be deleted.
  - (d) The 90 day warranty period in subparagraph "b" shall not continue to run during any period in which the viewer can not be fully operated due to repair or replacement action being performed by the Contractor under the warranty of this Contract.
  - (e) The first sentence should be amended to include the following: "... which has been subject to misuse, neglect or accident by or caused by the Sponsor, nor does it...".
  - (f) The Implied Warranty of Merchantability should be deleted from mention in this subparagraph.

The reasoning behind these changes were given to and discussed with your [redacted]. If further discussion on any of the items is desired, please call the Contracting Officers Representative.

An Amendment relative to these changes must be in being prior to settlement of Step I; therefore, your early response is desirable.

Very truly yours,

[redacted]

Contracting Officer's Representative